

BEFORE THE  
ILLINOIS COMMERCE COMMISSION

IN THE MATTER OF:

DENNIS &amp; PAMELA ZWEIFEL

VS .

COMCAST PHONE OF ILLINOIS, LLC  
d/b/a COMCAST DIGITAL PHONE  
Complaint as to billing/charges  
in Yorkville, Illinois.

No. 04-0627

Chicago, Illinois  
March 30, 2005

Met pursuant to notice at 10:00 a.m.

BEFORE:

MS. LESLIE HAYNES  
Administrative Law Judge

APPEARANCES:

MR. DENNIS V. ZWEIFEL  
1322 Chestnut Circle  
Yorkville, Illinois 60560  
appearing on behalf of himself;

ROWLAND & MOORE, by  
MR. THOMAS ROWLAND and  
MR. KEVIN RHODA  
200 West Superior Street, Suite 400  
Chicago, Illinois 60610  
appearing on behalf of Comcast Phone of  
Illinois.

SULLIVAN REPORTING COMPANY, by  
Jennel Hooper-Troupe, RPR, CSR

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1 JUDGE HAYNES: Pursuant to the direction of the  
2 Illinois Commerce Commission, I now call Docket  
3 04-0627. This is the complaint of Dennis and Pamela  
4 Zweifel versus Comcast Phone of Illinois.

5 May I have your name and addresses for  
6 the record, please.

7 MR. ZWEIFEL: Dennis Zweifel, 1322 Chestnut  
8 Circle, Yorkville, Illinois.

9 MR. ROWLAND: On behalf of Comcast Phone of  
10 Illinois, Thomas Rowland of the law firm of Rowland  
11 and Moore, 200 West Superior Street, Suite 400,  
12 Chicago, Illinois 60610.

13 JUDGE HAYNES: Okay. And in case you're not  
14 familiar with how things work at the Commission here,  
15 you'll have the opportunity first to present your  
16 position and then if the attorney for Comcast has any  
17 questions for you, he'll be able to cross-examine you  
18 and then his witness will explain their position.  
19 And if you have any questions, you'll have an  
20 opportunity to ask those of him, so it probably helps  
21 to take notes during his direct so you'll remember  
22 your questions. I will not be issuing an order

1     today.  I'll consider what's said here and then issue  
2     a written order not too far in the future and after  
3     that is issued, the parties have an opportunity to  
4     file what's called exceptions -- and that's if you  
5     don't agree with anything in the order -- you can  
6     write those out and send -- file those with the  
7     clerk's office and then the commission makes the  
8     final determination in cases here -- and they'll look  
9     at my order and any exceptions that you've filed and  
10    then vote on a final order and that is when this case  
11    will be closed.  So, it doesn't finish today is what  
12    I'm trying to say.

13           MR. ZWEIFEL:  Okay.

14           JUDGE HAYNES:  I believe the two of you need to  
15    be sworn in because you will be testifying today, so  
16    if you could please raise your right hands.

17                               (Witnesses sworn.)

18           JUDGE HAYNES:  Mr. Zweifel, if you would like  
19    to begin.

20           MR. ZWEIFEL:  Okay.  Way back when when we  
21    started, we're sitting in our kitchen one day and  
22    this man knocked on the door and he said he was from

1 Comcast and he wanted to offer us the world and we  
2 told him that we already had pretty good service and  
3 it was pretty reasonable and he says well, I can beat  
4 that; so we sat down at the table and we hashed  
5 things out and when it was all over and done, it  
6 appeared that he was going to be quite a bit more  
7 reasonable than the other company. And since then  
8 the charges that we agreed upon have been changing,  
9 they went up and up and up and they've never  
10 requested or said that the rates were going to go up  
11 any higher. There was nothing about a plan that was  
12 only good for 30 or 60 or 90 days because I wouldn't  
13 have changed for 30 or 60 or 90 days when I already  
14 had a good system.

15 And that's when all of this started and  
16 I've been on the telephone with Comcast people that  
17 are very, very rude for several hours and hours and  
18 hours. And they don't seem to care, that's why I  
19 filed this motion.

20 JUDGE HAYNES: Okay.

21 MR. ZWEIFEL: Now if I -- this is the original  
22 contract that I had with -- this is what they call

1 "Welcome to the Neighborhood by MCI." It shows that  
2 I was getting everything for \$49.99 a month.

3 JUDGE HAYNES: MCI or Comcast?

4 MR. ZWEIFEL: This is MCI Welcome to the  
5 Neighborhood. This is what I had the day the man  
6 come knocking on my door for the Comcast.

7 JUDGE HAYNES: This is your previous carrier?

8 MR. ZWEIFEL: Right. So I was getting \$49.99 a  
9 month with everything included and this man come up  
10 and he offered me both long distance and local,  
11 unlimited local, local and long distance toll,  
12 monthly charge \$55.95. It was going to be free  
13 voicemail, free caller ID, free call waiting, free  
14 everything, just like the other one was. And I says,  
15 Well, how can you do this -- because he told me don't  
16 pay the first and the forth month bill, just forget  
17 them and just pay the second and the third month.  
18 And then he explained to me that my rate was going to  
19 be \$57.00 the first and the fourth month were free,  
20 and the fifth month on, there'd be \$10 off, so the  
21 bill would be \$47.00. And that was how I was getting  
22 my discount. So, \$47.00 -- and that's for two lines

1     and that's for call waiting, caller ID and  
2     everything.

3                     And this I sent -- I've sent this to  
4     Comcast and they took it -- they called, they told me  
5     that they took this to handwriting experts because  
6     this is only an index card, but they -- they said  
7     that they took it to a handwriting expert and this  
8     was the salesman's writing on here that matched all  
9     this.

10            JUDGE HAYNES:   So, what you have there is the  
11     contract that you got from that salesman that day?

12            MR. ZWEIFEL:   This is the contract that I got  
13     from the salesman that day.   And he longer works  
14     there, so I can't ask him anything.

15            JUDGE HAYNES:   Did you bring copies of that?

16            MR. ZWEIFEL:   Yes.   I've got everything right  
17     here for you.

18            JUDGE HAYNES:   Excellent.

19            MR. ZWEIFEL:   And I don't want to waste your  
20     time with anything else because it's all just  
21     paperwork and it's been -- here's different  
22     advertisements that they send you where they're

1 offering you the world again.

2 CROSS-EXAMINATION

3 BY

4 JUDGE HAYNES:

5 Q So, what date was this contract entered  
6 into?

7 A 3/12/04 is the install date, so it's  
8 probably -- we had just bought the house and we  
9 didn't even move in the house until 4 -- I think it  
10 was 4/1.

11 JUDGE HAYNES: Mr. Rowland, do you have copies  
12 of this, just so we're all talking about the same  
13 thing?

14 MR. ROWLAND: Yes.

15 BY JUDGE HAYNES:

16 Q And, so, what you've marked as Exhibit 1 is  
17 the contract. And Exhibit 2, could you -- could you  
18 explain what this is.

19 A Yes. This is the -- this is the worksheet  
20 that the man was using the day he came there. And he  
21 wrote the stuff on the top of the sheet -- new phone  
22 charges \$57.00; first and fourth month free; five and



1 after, minus ten for \$47.00. And then I went down  
2 underneath him, I just sat there at the table -- I  
3 said now -- I'm making sure, we're going to verify  
4 this, we're going to get the phone for \$57.00, you're  
5 going to skip the first and fourth payment and the  
6 fifth payment on is minus \$10.00 discount from then  
7 on --

8 Q Okay.

9 A And he said that's right.

10 MR. ROWLAND: Mr. Zweifel, can I just see that?

11 I mean, I think we have a copy of that --

12 MR. ZWEIFEL: You got a copy of that.

13 MR. ROWLAND: Yeah, but I just want to see  
14 the...

15 BY THE WITNESS:

16 A On Exhibit 3 it says no charges for jacks,  
17 as many as you want. And they're saying that's a  
18 credit to me for what they've done already for me is  
19 -- by giving me credit for putting two phone jacks  
20 in.

21 Q Okay. This is Exhibit 3 you're talking  
22 about now?

1           A     Yes.

2           Q     And where did --

3           A     Bottom right side about three-quarters --

4           Q     But is this something you got from the  
5     salesman that day?

6           A     This is the work order when they put the  
7     jacks in that day. They had to come to my house --  
8     I'm not sure, I don't keep records like they probably  
9     do; but they had to come to my house probably five  
10    different times attempting to put my phone in. They  
11    hire people that are not employed by them, they're  
12    vendors from the outside and they come in -- and the  
13    one guy wouldn't drill a hole through the side of my  
14    house to put the cable into the house. And another  
15    guy wouldn't walk in the house, another guy didn't  
16    want to go down in the basement, another guy come to  
17    hook up the phone service and the phone service  
18    wasn't even to the backyard yet -- to the box.  
19    That's how new Comcast was in the neighborhood.

20                    So, I had to wait for them to bring  
21    phone to the box out in the backyard so they could  
22    bring it into the house. And when they get done,

1     they just left the wire laying on top of the ground  
2     all -- about 50 foot of wire in a 25 foot area just  
3     all -- laying all over like a snake. And we waited  
4     almost a month for them to come and bury that.  
5     Everybody was screaming, the guys mowing had to lift  
6     it up and mow underneath it and --

7             Q     So, you started receiving service on March  
8     12th of '04?

9             A     We actually started receiving service  
10    on -- I think we moved in -- it was a new house, so  
11    we had just in it the 1st of April. So that's  
12    probably when the first time that they were supposed  
13    to come and put it in.

14            Q     First time that it was what?

15            A     Supposed -- we were supposed to move in the  
16    house the 1st of March and then they cancelled the  
17    closing for a month, so we couldn't get in the house  
18    for another month.

19            Q     But you were there on March 12th when they  
20    were installing this stuff?

21            A     They didn't install it on March 12th, that  
22    was probably supposed to be their first installation

1 date is what they've said. It's kind of confusing.

2 Q I'm just looking at Exhibit 3 where you  
3 had --

4 A Or is this '04?

5 Q It's '04 we're talking about, I think.

6 A Okay. If that's the case, we moved in in  
7 '03. That's one of the time -- that's probably when  
8 I started it. If I look at -- I've got the records  
9 here from them.

10 Q Okay. Would you like to explain the rest  
11 of your exhibits?

12 A Well, it shows the new charges of \$54.32 on  
13 Exhibit 4 and it shows that they're charging me for  
14 caller ID and call waiting when, in fact, this  
15 contract, Exhibit 1, shows that it's free. And this  
16 looks really bad against me because the phone bill  
17 just added up and like it says on there -- the thing  
18 that they turned in -- that I've been delinquent on  
19 this account -- well, this account's been messed up  
20 since I got it. And I got the first bill and I  
21 called them up and I said, This is not right and I  
22 says, Okay, well, correct it. And I said, What do

1     you want me to do about the bill, they said, Don't  
2     worry about it, we're going to correct it on the next  
3     bill and I just pay it the next bill. The next bill  
4     was wrong. I called them up and I asked them -- I  
5     corrected it, they said, okay, they'd corrected it,  
6     just pay it on the next bill and that's the way it's  
7     been ever since.

8                     When they finally get into (sic)  
9     shut-off notice, they re- -- they tell me they're  
10    going to turn the phone off if they don't get paid.  
11    They never corrected it, so I start paying it to keep  
12    phone service and I've been paying it ever since.

13            Q     You said on Exhibit 4 that it showed  
14    charges for caller ID and call waiting? Maybe I'm --

15            A     On the right side here, where it says  
16    features and services and feature package above it.

17            Q     Okay. So, feature packet -- my copy is  
18    blurry. Is the value pack -- does it say \$9.00 for  
19    the value pack?

20            A     They're charging 4.95 for voicemail -- I'm  
21    one down -- yes, \$9.00.

22            Q     Okay -- for the value pack?

1           A     Uh-huh.

2           Q     But the caller ID and call waiting, those  
3     are zeros?

4           A     Well, that's all part of the value  
5     pack -- the voicemail and the caller ID.

6           Q     I'm just trying to figure out what it says  
7     because it's -- okay, so, it's not -- under feature  
8     packages -- value pack, \$9.00; caller ID, zero; call  
9     waiting, zero and then under features and services,  
10    voicemail, 4.95?

11          A     Right.

12          Q     Okay.

13          A     And then underneath that it's voicemail,  
14    4.95, in the next section under features and  
15    services.

16          Q     Okay. And are the rest of these just your  
17    -- okay. So, Exhibit 5.

18          A     And I finally on -- Exhibits 6 --

19          Q     Oh, wait. What's Exhibit 5 then?

20          A     Well, Exhibit 5 shows the difference in  
21    billing again. Here it shows that they took off the  
22    feature pack --

1           Q     Okay.

2           A     -- but they went back to the features and  
3     services are 4.95 again, which is voicemail --

4           Q     Okay.

5           A     -- which is supposed to be free. And here  
6     they start charging me late payment charges on the  
7     bottom.

8           Q     Okay.

9           A     Exhibit 6 is a letter from Comcast on July  
10    12 -- Accept our apologies for the problems you've  
11    encountered with our telephone service. We have  
12    credited your account in the amount of 55.90 as a  
13    gesture of apology and good will. I guess they  
14    figured they had overcharged me some place and they  
15    were giving me 55.90 back.

16          Q     Okay.

17          A     Exhibit 7, disconnection notice.

18          Q     Okay.

19          A     Exhibit 8 goes back to the \$9.00 again for  
20    the value pack, for the caller ID, call waiting.

21          Q     Okay.

22          A     Exhibit 9 is just a copy of this that I

1     filed this.   And then 10 is my complaint which is  
2     simply asking that I'm being charged unjustly and I  
3     signed a contract with a vendor for "X" amount of  
4     dollars and now I'm being charged more and I just  
5     want to be charged what I agreed to on the initial  
6     contract.

7             Q     Okay.

8             A     Exhibit 11 is you ordering the company to  
9     give me the explanation.   Exhibit 12 is simply we  
10    believe that a fair and reasonable amount for our  
11    phone service is what it says on the contract, the  
12    work order form and the work order that we signed and  
13    agreed upon with the salesman, Jared Voss, employee  
14    94434 on 3/4/04 for 56.95 for both lines, unlimited  
15    local long distance toll, first and fourth month free  
16    and the \$10.00 discount after the fifth month on for  
17    a total of 46.95.   And it said I also want the other  
18    three phone jacks that I was told that I could have  
19    as many as I wanted, wherever I wanted them.   And  
20    when they come to put them in, they'd only put in two  
21    because that's all they allowed.   And then when I put  
22    in more, they charged me for them and that's -- I



1 think that's what the \$56.00 refund was for --  
2 actually part of that was for that.

3 And then I talked to Al Tennison,  
4 (phonetic) Exhibit 13. I guess he's corporate  
5 escalations in Oak Brook for them. And I had a very  
6 nasty phone call with a girl, Nancy, on the bottom.

7 Q I gathered that.

8 A I was never so humiliated in my life  
9 talking to that woman. She just flat told you that  
10 she didn't care what you thought, it was her way or  
11 no way at all and that's the way it was going to be.  
12 And I asked her if I could get a hold of a (sic) 800  
13 number for their corporate office so I could talk to  
14 somebody in corporate and she said we're not allowed  
15 to give that to people and if I knew it, I wouldn't  
16 tell you anyway.

17 And that's one big complaint I have with  
18 Comcast is there's no way you can get a hold of  
19 anybody to discuss -- solve this problem without  
20 writing letters to some place in Texas -- and I'm not  
21 a letter writer as you can see, I don't have the best  
22 handwriting and my worst subject was English. You

1     can give me numbers, I'm great in Math, but I'm not  
2     good in English. Exhibit 15 is just a --

3             Q     You skipped 14.

4             A     That's just a cover sheet going to Barb  
5     Langford, who is --

6             Q     Here at the commission.

7             A     Is she here?

8             Q     I believe so.

9             MR. WOLF: In Springfield.

10            JUDGE HAYNES: Okay.

11            MR. ZWEIFEL: Is that the Commission in  
12     Springfield?

13            MR. WOLF: Uh-huh.

14            MR. ZWEIFEL: Okay.

15     BY THE WITNESS:

16            A     And then this was to an Annette. I don't  
17     know what her last name was, but I told her about my  
18     problems that I have been having with the company and  
19     she said she would do whatever she could do to help  
20     me out. And she called me back and she said she's  
21     sorry there's nothing she could do to help me out,  
22     but she would send me something in the mail for my

1       problem.

2               Q       And then that's someone at Comcast?

3               A       Uh-huh.

4               Q       Okay.

5               A       And she said that she went to her upper  
6       echelon and they wouldn't do anything about it and  
7       out of her offer of kindness for all my grief, she  
8       was going to send many something in the mail and I  
9       ended up receiving five -- I think it was 30 minute  
10      calling cards that I got in the mail from her.

11              Q       Okay.

12              A       I have a cell phone with unlimited minutes,  
13      I have a phone service with unlimited calling, I  
14      never use a pay phone anywhere. So, actually they  
15      were no good to me, I've been giving them away to  
16      people that needed them. So, that really didn't  
17      benefit me for my grief.

18                      Comcast Press Room, Exhibit 16, I tried  
19      getting through there with the Internet, never got an  
20      answer of any kind. 17 is the informal complaint to  
21      you people here. Exhibit 19 is a man from corporate  
22      for Comcast, a Maurice Watson (phonetic).

1           Q     So, there's no 18?  Oh, 18 is just the  
2     second page of this?

3           A     Yes.

4           Q     Okay.

5           A     19 is with Maurice Watson from Comcast, he  
6     returned my call to tell me that their legal  
7     depart- -- he told me -- he left me a message and he  
8     said that he was going to take care of this problem,  
9     be done with it forever.  And then when he called me  
10    back, he told me that -- well, at 1:40 he told me  
11    that and then at 1:50 he called me back and he said  
12    he was sorry, but he couldn't do it because the legal  
13    department had already took over so there's nothing  
14    that he could do to help me out anymore.

15          Exhibit 20 is a confirmation number that I had  
16    paid the phone bill by my credit card.  Exhibit 21 is  
17    the copy of all of the different charges that were  
18    incurred.  If you go through them, you'll see that  
19    they're all different, they're all charging me for  
20    the value pack, they're all charging me for the  
21    caller ID and call waiting which was supposed to be  
22    free.

1 Q Okay.

2 A Exhibit 20, I paid the phone bill again on  
3 the credit card. This is a confirmation number.

4 Q Exhibit what -- 17 -- oh, 20. Okay. Then  
5 21 is all the bills?

6 A Right.

7 Q And this last sheet says Exhibit 2 again?

8 A And that was just -- it was a copy of the  
9 same thing up on the top and on the bottom I had  
10 looked down here -- April, May, June, July to  
11 November should have been free, 57, 57, free and then  
12 47, 47, the way I decipher this to be. And I  
13 understand that it's plus that -- well, the  
14 applicable taxes and stuff like that, so it wouldn't  
15 be \$47.00; it would be whatever the taxes and  
16 everything would have been.

17 Q So, you understood his note on Exhibit 2 to  
18 be that every month after the fifth month would be  
19 \$10.00 off, not just the fifth month would be \$10.00  
20 off?

21 A He just said the fifth month on, that's how  
22 he was getting us cheaper phone service than what it

1     was Welcome to the Neighborhood by giving us that  
2     \$10.00 discount a month and by the first and the  
3     fourth month being free. And I don't see any place  
4     in my paperwork that I've got here -- my order forms  
5     or my contracts or anything, my work orders where it  
6     shows that that was only a program that was good for  
7     30 days or 90 days or 60 days or whatever that they  
8     keep telling me on the telephone while I talked to  
9     them -- we don't offer that program, that was just a  
10    program that was set up.

11           Q     Sir, are your phone bills from Comcast just  
12    this one page is there more to them?

13           A     This is the phone bill from Comcast, it's  
14    got the breakdown on the back.

15           MR. ROWLAND: So, it looks like it's a two-page  
16    document.

17           JUDGE HAYNES: Maybe we want the second page,  
18    too.

19           MR. ZWEIFEL: Well, you can have that.

20           JUDGE HAYNES: Well, we'll probably make  
21    copies, but -- so, do you have what you call Exhibit  
22    4, the bill dated June 1, '04?

1           MR. ZWEIFEL: I got the whole bill here on this  
2   and then four and five.

3           JUDGE HAYNES: Sure.

4           MR. ZWEIFEL: You can have copies of this right  
5   there.

6           MR. ROWLAND: Yes.

7           MR. ZWEIFEL: That's what you sent me.

8           JUDGE HAYNES: Okay.

9           MR. ZWEIFEL: This is what they sent me, is  
10   (sic) where my bills were every month.

11          JUDGE HAYNES: Okay. All right. Are you going  
12   to be introducing any of this stuff he's giving me?

13          MR. ROWLAND: There's a couple things we'd like  
14   to introduce, yes.

15          JUDGE HAYNES: Okay. I'm not going to do it  
16   right now, but I'm going to get copies of the second  
17   pages of these bills.

18          MR. ZWEIFEL: When I requested a copy of all my  
19   billing, this is what I got back from them compared  
20   to this.

21          JUDGE HAYNES: Is any of it -- do -- are these  
22   things that are important to your case or is

1 everything that you think supports your position  
2 included in this first pile you gave me?

3 MR. ZWEIFEL: This shows exactly what -- every  
4 time what I was charged --

5 JUDGE HAYNES: Okay.

6 MR. ZWEIFEL: -- compared with what I should  
7 have been charged.

8 JUDGE HAYNES: Okay. We'll call those group  
9 exhibits, then.

10 (Whereupon, Plaintiff's Group  
11 Exhibit Nos. 1 and 2 were  
12 marked for identification as of  
13 this date.)

14 BY JUDGE HAYNES:

15 Q Okay. If you could just explain what is  
16 Group Exhibit 1 -- what is this?

17 A Okay. Group Exhibit 1 is when we requested  
18 copies of both what the company had to offer for that  
19 time. We got that from the company, they sent them  
20 to me Fed Ex.

21 Q Okay.

22 A And that's supposed to be my billing.



1           Q     Okay.  So, these look like computer records  
2     and then --

3           A     I requested it from day one -- a copy of my  
4     records -- and that's what they sent me  
5     personally -- Comcast sent that stuff to me, which is  
6     a copy of my billing.

7           Q     So, not through Mr. Rowland, though?

8           A     No --

9           Q     Okay.

10          A     -- through me direct.

11          Q     Okay.

12          A     They told us they didn't have such a thing  
13     as what that is, so they sent that because nobody  
14     could understand it -- I can't anyway.

15                JUDGE HAYNES:  Well, then we'll have fun  
16     looking through it.  Is there anything else that you  
17     want to say or that supports your complaint --  
18     papers?

19                                (No response.)

20                JUDGE HAYNES:  That's it.  Okay.  Do you -- I  
21     assume you want to move all these exhibits to be  
22     admitted into the record?

1           MR. ZWEIFEL:   Please.

2           JUDGE HAYNES:   Mr. Rowland, do you object to  
3   any of these exhibits?

4           MR. ROWLAND:   Not to the Group Exhibit 1.  I  
5   think as a matter of proof, some of the handwritten  
6   documents that are attached to the complaint there is  
7   a question of authenticity.  For purposes of moving  
8   this along, I think we'll -- we understand this is  
9   what the complainant has and wants to offer.  We in  
10   no way endorse that those writings -- given that some  
11   of them come from Mr. Zweifel -- are exactly the  
12   circumstances.

13          JUDGE HAYNES:   I assume you're referring to  
14   Exhibit 2?

15          MR. ROWLAND:   Yes, yes, Exhibit 2  
16   and -- particularly Exhibit 2.

17          JUDGE HAYNES:   I don't think that that  
18   is -- are you moving to admit this version of Exhibit  
19   2 as well?  This isn't an exhibit; is it, because  
20   it's this one but with more notes that you've made on  
21   it?

22          MR. ZWEIFEL:   Right.  I was just deciphering

1     there what I thought that the phone charges should  
2     actually be if they were done the way that they  
3     promised me to be.

4             JUDGE HAYNES:   Okay.   So, then, this one would  
5     be more like -- so, you want that in the record, but  
6     then it should be more like Exhibit 20-something  
7     because you can't have two Exhibit 2's?

8             MR. ZWEIFEL:   Okay.

9             JUDGE HAYNES:   So I think, then, that would be  
10    Exhibit 22.   So, Mr. Rowland, you are objecting to  
11    Exhibit 2 and 22?

12            MR. ROWLAND:   Correct.   And just so we're  
13    clear, to the extent that complainant has made  
14    notations which are in his own hand, I guess the  
15    concern is one could write up a statement or make  
16    documentation after the fact or at any time.   And  
17    that's -- that's the problem we have with it.

18            JUDGE HAYNES:   So, specifically, on which  
19    exhibit are you referring to?

20            MR. ROWLAND:   Exhibit 2 and now 22.

21            JUDGE HAYNES:   Oh, okay.

22            MR. ROWLAND:   Also Exhibit 16.   And maybe

1 Mr. Zweifel can explain this, but it indicates that  
2 it's a document that Mr. Zweifel downloaded from a  
3 Web site and there's some typed in language under  
4 details of your media inquiry, but then there's some  
5 handwritten notes. Mr. Zweifel, if I could ask you  
6 just for clarification, those are your  
7 writings -- handwritten notes; correct?

8 MR. ZWEIFEL: Yes.

9 MR. ROWLAND: Okay.

10 MR. ZWEIFEL: Because when I downloaded this, I  
11 figured it would print the whole thing out. It only  
12 printed that little bit out that's in that screen  
13 right there and I just put the rest of it down in  
14 writing in my handwriting, the rest of what the  
15 entire message said. So, that's why it's  
16 handwritten.

17 JUDGE HAYNES: Okay.

18 MR. ZWEIFEL: I thought this whole thing would  
19 come out of the printer, but it didn't. And like I  
20 say, (sic) this here -- I faxed this to Comcast, they  
21 took it to their people and they took it to a  
22 handwriting expert and the handwriting expert said

1     that this belonged to this man that wrote this  
2     contract up.

3             JUDGE HAYNES:   What about Group Exhibit 2?

4             MR. ROWLAND:   We're fine with that.   And just  
5     to explain a little bit more of -- about what this  
6     is, this is documentation Comcast provided to  
7     Mr. Zweifel --

8             JUDGE HAYNES:   This is Group 1 you're talking  
9     about?

10            MR. ROWLAND:   Yeah, this one -- excuse me,  
11     Group 1.

12            JUDGE HAYNES:   Okay.

13            MR. ROWLAND:   And this is the office print out  
14     of billing by month, I believe, and this is  
15     essentially machine readable -- as I understand  
16     it -- information and that's how the company keeps  
17     records.   The company does not keep records of actual  
18     prints of bills that go out, it's an internal system  
19     that they keep.

20            JUDGE HAYNES:   Okay.   So, we're going to admit  
21     Group Exhibit 1 and Group Exhibit 2.

22            MR. ROWLAND:   Now -- can we see Group

1 Exhibit 2?

2 JUDGE HAYNES: Okay. I thought you had copies.

3 MR. ROWLAND: No, I do have this -- actually,

4 no, we don't have all of these.

5 MR. ZWEIFEL: No, you don't.

6 MR. ROWLAND: Mr. Zweifel, these are the

7 bill --

8 MR. ZWEIFEL: That's a copy of the billing that

9 Comcast sent me personally. So, what you just said

10 they told you they don't have that, they have that.

11 JUDGE HAYNES: And you made all the notations

12 on there?

13 MR. ZWEIFEL: Anything that's in handwriting I

14 did when I went through comparing the notes and the

15 charges and I --

16 JUDGE HAYNES: Okay.

17 MR. ROWLAND: Mr. Zweifel, do you know when

18 this was -- first of all, when was this provided to

19 you -- Group Exhibits --

20 MR. ZWEIFEL: After I got the one from you.

21 MR. ROWLAND: Okay. And do you know what

22 period it covers, when -- evidently they call these

1 runs. You know when the run was done?

2 MR. ZWEIFEL: I don't know. I received it on

3 January 18th of '05.

4 MR. ROWLAND: Okay. We have no objection to

5 this coming into the record. We'd like to get a copy

6 of it, however.

7 JUDGE HAYNES: We can do that.

8 MR. ROWLAND: Not this second.

9 JUDGE HAYNES: Is there -- that cover letter, I

10 believe.

11 MR. ROWLAND: Yes, you're right.

12 JUDGE HAYNES: Thank you. Okay. So, Group 1

13 and Group 2 are admitted. I guess we'll go

14 through -- Exhibit 1, do you object to?

15 MR. ROWLAND: No.

16 JUDGE HAYNES: Okay. And then 3 through 21, do

17 you object to -- or should we go one by one?

18 MR. ROWLAND: No, let's do them altogether.

19 MR. ZWEIFEL: Do you want to put that with

20 Group 1? That's the cover letter from Group 1, which

21 is from Tom. That's what he sent me.

22 JUDGE HAYNES: I don't think we need it, you've

1 explained what it is. Do you want it? I mean, it's  
2 up to you. Do you want it as far as the exhibits?

3 MR. ZWEIFEL: I'd just like to keep them  
4 together.

5 JUDGE HAYNES: Okay. All right. I'll put it  
6 at the back of them. Do you not have copies of Group  
7 1 for yourself?

8 MR. ZWEIFEL: I don't need them.

9 JUDGE HAYNES: You don't need them, okay.

10 MR. ZWEIFEL: I'm retired, I want to go  
11 fishing. I don't want to sit in the courthouse all  
12 day. And I'm getting rid of Comcast's phone service,  
13 I just want to get this settled.

14 JUDGE HAYNES: Okay.

15 MR. ROWLAND: And, your Honor, just so we're  
16 clear, the -- Exhibit 3 is the -- the bill  
17 information?

18 MR. WOLF: That's a work order.

19 MR. ROWLAND: The work order -- excuse  
20 me -- work order information. The top of ours is cut  
21 off, so I'm just making sure that's --

22 JUDGE HAYNES: Okay.



1           MR. ROWLAND: Is that, in fact, what you have  
2 marked as Exhibit 3?

3           JUDGE HAYNES: It looks like the work order  
4 from when it was installed, March 12th '04.

5           MR. ROWLAND: Oh, okay. Yes, that looks like  
6 that's Mr. Zweifel's Exhibit 3. That's fine. We  
7 just wanted to know.

8           JUDGE HAYNES: And Exhibit 4, 5 and 8 will have  
9 the second pages to the bill so the bill is complete?

10          MR. ROWLAND: That's my understanding as well.  
11 And Mr. Zweifel, Exhibit 12 is a letter you -- a copy  
12 of a letter you wrote to Comcast; is that correct?

13          MR. ZWEIFEL: Let me find it here. Actually  
14 this is -- yeah, Comcast wanted to have something in  
15 writing that would -- well, we believe fair and  
16 reasonable amount for our grief and aggravation to  
17 settle the case. They wanted something in writing,  
18 so I sent it to them.

19          MR. ROWLAND: Okay. And Exhibit 19,  
20 Mr. Zweifel, that's your notes from a conversation  
21 with a Mr. Maurice Watson; is that correct?

22          MR. ZWEIFEL: Let me find it here. Yes.

1           MR. ROWLAND: And there's a name written down  
2 below, Al Tennison; is -- is that right?

3           MR. ZWEIFEL: Right. He's also with Comcast  
4 Corporate Escalations of Oak Brook.

5           MR. ROWLAND: Right. And Al Tennison is the  
6 one who gave you the credit, I think, in July; is  
7 that correct? I believe it was \$55.00?

8           MR. ZWEIFEL: I believe so.

9           MR. ROWLAND: Okay. We don't have any other  
10 objections to any of these exhibits.

11          JUDGE HAYNES: Okay. So, then, 1 and then 3  
12 through 21 are admitted. And I understand that 2 and  
13 22 you object and -- and I'll admit them and I will  
14 give them the weight that I --

15                               (Whereupon, Plaintiff's  
16                               Exhibit Nos. 1 through 22 were  
17                               admitted into evidence as of  
18                               this date.)

19          MR. ROWLAND: Thank you, your Honor.

20          JUDGE HAYNES: Thank you. Do you have any  
21 cross-examination?

22          MR. ROWLAND: Yes, I have a few questions for

1 Mr. Zweifel.

2 CROSS-EXAMINATION

3 BY

4 MR. ROWLAND:

5 Q Mr. Zweifel, you indicated that before you  
6 had Comcast you had MCI; is that correct?

7 A Yes.

8 Q Now, did you have MCI at your previous  
9 residence or did you have MCI at this residence?

10 A This residence.

11 Q Okay. And how long had you had MCI at that  
12 residence at the current residence?

13 A I believe we moved in there -- so it would  
14 have been from April until March because I can't  
15 comment just looking at this now. He  
16 came -- March 4th is my birthday and that's the day  
17 that he came, so we had it for almost a year.

18 Q So just so I'm clear -- and maybe I missed  
19 this before -- you were in the house for a year --

20 A Right.

21 Q -- before you had Comcast service?

22 A (Nodding.)

1           Q     Okay. All right. Now, Mr. Zweifel, I  
2     think you indicated that you've seen various  
3     promotions from telephone companies, Comcast as  
4     well -- I think you sent us one for Z-Tel; correct?

5           A     Right.

6           Q     Let me show you the document -- I'll mark  
7     this as Comcast Exhibit -- Cross-exhibit 1. This is  
8     a promotional Comcast flyer for two different types  
9     of service.

10                                 (Whereupon, Comcast  
11                                 Cross-exhibit No. 1 was marked  
12                                 for identification as of this  
13                                 date.)

14     BY MR. ROWLAND:

15           Q     Mr. Zweifel, is that what you sent; is that  
16     correct?

17           A     Yes.

18           Q     Okay. By its nature if you look at it,  
19     does it not indicate that it's for a limited  
20     duration?

21           A     Yes, these do; but when I was talking to  
22     him, I didn't have one of these flyers sent to me, I

1       had a man knock on my door and talk to me verbally.

2               MR. ROWLAND:   I'll make copies of this.

3               JUDGE HAYNES:   Okay.

4       BY MR. ROWLAND:

5               Q       And this particular one that you sent us  
6       indicates that for the first six months, there's a  
7       provision of service that then changes after six  
8       months; is that correct?

9               A       I believe so, I didn't even read it.  When  
10      you talked to me other times, you discussed it; they  
11      didn't -- they couldn't provide for me what they  
12      didn't have and I sent these to you to verify that  
13      they're sending these out cheaper than what they  
14      offered it to me for --

15              Q       Right --

16              A       -- so they must have something like that.

17              Q       -- I understand.  I'm not trying to make a  
18      point that this is the exact service from before, all  
19      I'm just trying to say this is -- this is a promotion  
20      that's out there?

21              A       Right.

22              Q       And I think you may have gotten this in the

1 fall or something?

2 A Uh-huh.

3 Q I don't know if you can read the fine  
4 print, but can I direct you to the top line there.  
5 Can you read that.

6 A Service not available in all areas, offer  
7 available to new Comcast customers, offer cannot be  
8 combined with any other phone offer.

9 Q Okay. And the point I want to make,  
10 Mr. Zweifel, is that, obviously, companies have  
11 promotions that are, first, limited in duration;  
12 correct?

13 A (No response.)

14 Q Is that true?

15 A Sure.

16 Q And it's reasonable to assume -- as we've  
17 just read this particular paragraph -- that often  
18 times promotions are for new customers; correct?

19 A Correct.

20 Q Okay. In addition to the Comcast flyer, I  
21 think you also sent a flyer for Z-Tel; is that  
22 correct?

1           A     Correct.

2           Q     Okay.  And the price on that was basically  
3     \$19.99?

4           A     Right.

5           Q     Okay.  And I think you've indicated you've  
6     had various promotions sent to you over the past  
7     year; correct?

8           A     Uh-huh.

9           Q     Okay.  Now, let's talk a little bit about  
10    the history of this.  You received service from  
11    Comcast -- I think you indicated in -- was it March  
12    of '04?

13          A     That's when we originally signed up with  
14    this -- we started receiving it -- I believe it was  
15    like April --

16          Q     Okay.

17          A     -- 8th or something -- time they got it in.

18          Q     Okay.  And do you know when you first made  
19    a payment for services from Comcast?  Do you know  
20    what month that was?

21          A     When they sent a cancellation notice.

22          Q     Would you agree with me, subject to a

1 check, that it's July?

2 A I'm not sure about that.

3 JUDGE HAYNES: Exhibit 7 -- your Exhibit 7 is  
4 the cancellation notice -- the disconnect notice?

5 MR. ZWEIFEL: Is that from July?

6 JUDGE HAYNES: It's dated June 10th.

7 MR. ZWEIFEL: Okay. Is there a note on top of  
8 it where it says that I paid it with a check,  
9 confirmation number, or paid it with a credit card?

10 JUDGE HAYNES: I don't believe so --

11 MR. ZWEIFEL: Okay.

12 JUDGE HAYNES: -- but --

13 BY THE WITNESS:

14 A Whenever it was I'm not exactly sure, but  
15 once again I want to clarify the reason it wasn't  
16 paid wasn't because I'm a deadbeat and didn't pay my  
17 bills, it was because the billing was under a  
18 complaint and they told me not to pay it, they'd  
19 straighten it out the next bill. And every time the  
20 bill came it was wrong and every time I talked to  
21 them on the phone, they'd say don't worry about it,  
22 we'll get it all straightened out, pay for it when it



1 gets straightened out.

2 Q Okay. Thank you.

3 A When I got a disconnection notice, I had no  
4 choice but to pay it.

5 Q Okay. In July, Mr. Zweifel, you also  
6 received a \$55.00 credit; is that true?

7 A That's true.

8 Q Okay. And in addition to that, I  
9 believe -- I think you've mentioned this  
10 before -- you received 5 phone cards -- and I believe  
11 that was earlier, that was probably in April or May;  
12 correct?

13 A I don't think it was earlier than that.

14 Q I stand corrected. I believe it was in  
15 August?

16 A That's more like it.

17 Q So, you received the free phone cards;  
18 correct?

19 A Correct.

20 Q Okay. And in addition you also received  
21 some credits for installation of phone jacks?

22 A Correct.

1 Q And you received two of those credits?

2 A Yep.

3 Q Okay.

4 JUDGE HAYNES: How much were those credits for?

5 MR. ROWLAND: I believe they were \$15.00 each  
6 for a total of \$30.00.

7 JUDGE HAYNES: Okay.

8 BY MR. ROWLAND:

9 Q Mr. Zweifel, in June you asked Comcast for  
10 more free phone jacks; is that correct?

11 A When I originally signed up, the guy told  
12 me -- I said, What about phone jacks, I want to put  
13 it in there so it's in there in writing. And he  
14 said, Oh, that's no problem, when they come in, you  
15 just tell them where you want the phone jacks. And  
16 when the guy came there, it said on the contract  
17 underneath -- I think you've got -- oh, yeah -- on  
18 Exhibit 3 it says no charge for jacks. But they'd  
19 only put two in that day because the man didn't have  
20 time to put in anymore and he said just call the  
21 office and get another appointment and they'll come  
22 out and do them for you. And when I did have them

1       come out and do them, they charged me for them.

2               Q     And then subsequent to that, you received  
3       two credits for --

4               A     That's what the two credits are for.

5               Q     Okay. Thank you. With respect to  
6       the -- the credit you received of 55 -- I think it  
7       was \$55.90 -- that was a goodwill credit; is that  
8       your understanding?

9               A     Well, I believe that's probably part of  
10      that \$30.00 for the two phone jacks.

11              Q     But you don't know?

12              A     I'm not sure.

13              Q     Okay. All right. Mr. Zweifel, you filed  
14      an informal complaint with the ICC against Comcast;  
15      correct?

16              A     Yes, sir.

17              Q     Okay. And you dealt with a Ms. Barb  
18      Langford on that matter?

19              A     I believe so.

20              Q     And the ICC -- the staff looked into it;  
21      correct?

22              A     Correct.

1           Q     Okay.  And in July you received a letter  
2     from Ms. Langford; correct?

3           A     Possibly.

4           Q     Do you have that letter.

5           A     I'm looking, I'm not sure.

6           Q     I believe it's right there.

7           A     Is that 11?

8           Q     That's 11, I think?

9           A     Okay.

10          Q     And does the letter say, At my direction  
11     the company furnished information about the problem  
12     you described?

13          A     Yes.

14          Q     And the report indicates that your concern  
15     has been resolved or satisfactorily explained; is  
16     that what it says?

17          A     That's what it says.

18          Q     If that is not the case, I urge you to  
19     contact the utility for clarification?

20          A     Correct.

21          Q     All right.  And I think, as we've discussed  
22     before, subsequent to this is when you received some

1 of the credits, for instance, the phone cards;  
2 correct?

3 A Thought the phone cards were in August?

4 Q So subsequent; right?

5 A This is July.

6 Q Right. So after this letter, you received  
7 it?

8 A (Nodding.)

9 Q All right. And before that you had  
10 received the goodwill credit; correct?

11 A This letter came to me and then I said  
12 that's want true, I'm not satisfactory -- it hasn't  
13 been solved satisfactorily and that's when I called  
14 and started talking with Al Tennison and this other  
15 woman from Comcast.

16 Q Okay.

17 A And that's when I filed the -- filed a  
18 motion with the ICC.

19 Q But just so we're clear, about that time  
20 you received the goodwill credit of 55.90; correct?

21 A Somewhere around there.

22 Q And then you said in August you received

1 the phone cards after that; correct?

2 A I believe that's right.

3 Q Okay. That's fine. Thank you. And I  
4 believe also in July you received an apology -- and I  
5 think you may have mentioned this from -- Al Tennison  
6 or one of the company representatives; is that  
7 correct?

8 A I don't know if it was an apology, it was  
9 just to tell me that there's nothing that he could do  
10 about it.

11 Q So, you don't remember receiving an apology  
12 from the company for your troubles?

13 A I recall seeing a letter here that they  
14 apologize for their mistakes or whatever.

15 Q Okay.

16 A Yeah, that was 7/6 -- July 12th.

17 Q Okay. Thank you. Now with respect to the  
18 phone charges you received and your previous  
19 statements about what you believe the rate should be,  
20 you understand, of course, that there's -- there are  
21 taxes associated with any bill you received; correct?

22 A Yes, sir.

1           Q     And that you're responsible to pay for  
2     those taxes?

3           A     Yes, sir.

4           Q     Okay?

5           MR. ROWLAND:   Your Honor, I'd like to mark as  
6     Comcast Cross-exhibit No. 2, a document -- it's a  
7     reference to, we believe, the promotion that was in  
8     effect at the time that Mr. Zweifel took service.  
9     Unfortunately, we don't have the fancy glossy one,  
10    all we have is an internal print out?

11          JUDGE HAYNES:   Okay.

12                                 (Whereupon, Comcast  
13                                 Cross-Exhibit No. 2 was marked  
14                                 for identification as of this  
15                                 date.)

16    BY MR. ROWLAND:

17          Q     And, Mr. Zweifel, I believe you have this  
18     document; do you not? We provided that to you?

19          A     I don't believe I got this.

20          MR. RHODA:   That was an exhibit to the answer.

21          MR. ZWEIFEL:   Was it?

22          JUDGE HAYNES:   For court reporter, can you

1 identify yourself.

2 MR. RHODA: Kevin Rhoda of Rowland and Moore,  
3 LLP.

4 BY MR. ROWLAND:

5 Q And, Mr. Zweifel, before we discuss this  
6 will you turn to your documents attached to -- I  
7 think it's Exhibit No. 2 --

8 MR. ROWLAND: Your Honor, for clarification is  
9 this one No. 22 or 2?

10 JUDGE HAYNES: That's 22.

11 MR. ROWLAND: Okay.

12 BY MR. ROWLAND:

13 Q I think on the Exhibit 22 you indicate  
14 certain months -- April and July -- and you have  
15 written down next to it free; is that correct?

16 A Correct.

17 Q Okay. And the Cross-exhibit No. 2 that I  
18 showed you also indicates two months free; is that  
19 correct?

20 A Correct.

21 Q And maybe just for clarification of the  
22 record, let me just read it. Two months free, offer



1 provides a new telephony customer with free install,  
2 two months free service, first and fourth month of  
3 monthly recurring charge, free voicemail activation  
4 and free month -- first month of voicemail, the  
5 customer does not have to take voicemail, the  
6 customer must select Comcast for both local and long  
7 distance by-the-minute block of time or any distance  
8 plan. Is that what it says?

9 A Okay.

10 Q So, let me pose this, Mr. Zweifel, this  
11 basically is the plan under which you took service in  
12 terms of -- well, first of all, let me step back.  
13 You understand that Comcast offers service and it  
14 offers service under a tariff before a regulatory  
15 body like the ICC; correct?

16 A Yes.

17 Q Okay. And it's also your understanding  
18 that Comcast can't provide service that  
19 differentiates from what it offers to the  
20 public -- all comers; is that your understanding?

21 A I guess.

22 Q Okay. To the extent that this document

1 represents the service that Comcast was offering, is  
2 there any indication that this service is anything  
3 other than a month-to-month service?

4 A I don't believe so.

5 Q Did you ever sign or have any documentation  
6 to say that you had a contract with Comcast for life?

7 A No, I didn't.

8 Q Okay. So, it's reasonable to assume -- and  
9 I think we discussed the earlier promotion  
10 before -- there are services that are offered and  
11 oftentimes there are limits to that service; correct?

12 A Possibly.

13 Q Okay. There might be limits in terms of  
14 the types of services provided; correct?

15 A Sure.

16 Q The duration of certain services; correct?

17 A Sure.

18 Q And the pricing for certain services;  
19 correct?

20 A Sure.

21 MR. ROWLAND: Your Honor, since Comcast  
22 Cross-exhibit No. 1 is part of our answer, I'm not

1     sure we need to introduce it at this time, it's  
2     already part of the record.

3             JUDGE HAYNES:  I agree.  Cross-exhibit -- you  
4     mean Cross-exhibit 2?

5             MR. ROWLAND:  Yes.

6             JUDGE HAYNES:  Okay.  I agree.  Cross-exhibit 1  
7     was the promotional flyer.

8             MR. ROWLAND:  Correct.

9             JUDGE HAYNES:  And for the record, it was  
10    Exhibit 1 to the answer.

11    BY MR. ROWLAND:

12            Q     Mr. Zweifel, I think you indicated in your  
13    discussions with the salesperson in March, that it  
14    was your understanding that with respect to  
15    the -- the two months you mentioned, which I believe  
16    were April and July for -- for service, there was an  
17    understanding on your part that there would be a  
18    continuing discount of \$10.00?

19            A     Yes, sir.

20            Q     Okay.  With respect to -- and I believe  
21    that the difference in the pricing -- and let me use  
22    round numbers to make it simple for the record.  If

1 on the order it indicates that you signed up for,  
2 basically -- I believe you said \$57.00?

3 A Correct.

4 Q Okay. And it's your assumption that there  
5 was a \$10.00 discount for certain months, they were  
6 talking, basically, \$10.00 off; correct?

7 A The first and fourth month free and the  
8 fifth month after 10 months off -- \$10.00 off per  
9 month?

10 Q Okay. Would you say that this is the  
11 primary objection you have to the problems you have  
12 run into with Comcast?

13 A Well, the primary objection I have is that  
14 I signed a contract with Comcast to get my service  
15 for this and since then they've been raising the  
16 price up and up and up without giving me a  
17 choice -- we're going to raise your price, otherwise  
18 you get another service or else you're going to --

19 Q But in terms of monetary differences  
20 between what you think you should have gotten and  
21 what you received, the big issue seems to be this  
22 \$10.00; correct?

1           A     Well, it's not the \$10.00, my phone bills  
2     are like \$90.00 a month every month, not 47 plus tax.  
3     So, it's a lot more than \$10.00.

4           Q     But you understand that your order, even  
5     under your assumption -- and I don't necessarily  
6     agree with that -- but under your assumption -- is  
7     that after a particular month, you're under the  
8     impression that you get \$10.00 off? That's your  
9     theory; correct?

10          A     Plus free voicemail and free caller ID and  
11     all that that they're charging me for also.

12          Q     And you don't think that there's any time  
13     limit to that at all?

14          A     Like I said, if they wanted to start  
15     charging me for it, they should call and tell me if  
16     you want to keep this from this day forward, we're  
17     going to be charging you "X" amount of dollars more.  
18     I wouldn't have changed my phone service from \$49.99  
19     a month to this for three months. I wouldn't have  
20     done that. We don't make snap judgment things to do  
21     like that.

22          Q     Okay.

1           A     And the secondary line is supposed to be  
2     free.  On Exhibit 1 it says -- in the middle it says  
3     first line and second line and the price for the  
4     first and second line is 55.95 and now they're  
5     charging me, like, \$15.00 dollars a month for the  
6     second line, plus they're charging me for caller ID.  
7     And that's where all the extra money is coming from,  
8     they're charging me for the second line that's  
9     supposed to be free.

10          Q     Right.  When you received the cancellation  
11     notice and you were having conversations with  
12     Comcast --

13          A     The disconnect notice?

14          Q     Yes.

15          A     Okay.

16          Q     I think you indicated before you were aware  
17     of the various promotions.  You could have switched  
18     to another company or asked Comcast about that;  
19     correct?

20          A     Sure.  And my answer to that:  After we  
21     made a formal complaint, they wanted me to send them  
22     a letter of what we thought would be a fair and

1     reasonable amount for our phone service and I called  
2     them and told them -- Exhibit 12 -- and on the bottom  
3     it says, Do what I want up here or else get me back  
4     to my old phone company for the rate I had with them  
5     before I was mislead so badly by your salespeople.

6           Q     Okay. So just to answer my question, you  
7     could in fact switch to another carrier; correct?

8           A     Sure.

9           Q     Okay. And I think earlier today you even  
10    indicated you plan to do that; correct?

11          A     (Nodding.)

12          Q     Okay. Let me ask you about Exhibits 4 and  
13    5, if you have those?

14                JUDGE HAYNES: I might have your copies.

15    BY MR. ROWLAND:

16          Q     Do you see the reference to the feature  
17    package?

18                JUDGE HAYNES: On Exhibit 4?

19                MR. ROWLAND: On Exhibit 4. Thank you.

20    BY THE WITNESS:

21          A     Feature package, \$9.00.

22          Q     All right. If you turn to Exhibit 5, do

1     you see the reference to the feature package?

2             A     Zero.

3             Q     There's no charge there; correct?

4             A     Correct.

5             Q     Let me ask you --

6             MR. ROWLAND:   One second, your Honor.   Your

7     Honor, that's all the questions I have for

8     Mr. Zweifel.   I would move for the exhibit -- the

9     introduction of Cross-exhibit -- Comcast No. 1.

10            JUDGE HAYNES:   Okay.   Do you object to

11   admitting -- Mr. Zweifel, admitting that promotional

12   flyer into the record?

13            MR. ZWEIFEL:   No objection.

14                               (Whereupon, Comcast Exhibit

15                               No. 1 was admitted into

16                               evidence as of this date.)

17            JUDGE HAYNES:   Okay.   We're going to take a

18   break before we do Comcast's witness, so we can make

19   these copies and -- what time is it?

20            MR. WOLF:   I have 11:12.

21            MR. ZWEIFEL:   11:10.

22            JUDGE HAYNES:   Okay.   Let's come back at 11:20,



1 10 minutes.

2 (Recess taken.)

3 RICHARD WOLF,

4 called as a witness herein, having been first duly

5 sworn, was examined and testified as follows:

6 DIRECT EXAMINATION

7 BY

8 MR. ROWLAND:

9 Q Could you state your name and your business  
10 address for the record.

11 A Richard Wolf, business address: Comcast  
12 Corporation, 29777 Telegraph Road, Suite 4400-B,  
13 Southfield, Michigan 48034.

14 Q And can -- could you state for the record  
15 just generally what your responsibilities are?

16 A I am -- actually, I've had a title change,  
17 so it's different from the sworn affidavit; but as of  
18 when the affidavit was sworn, I was Director of  
19 Regulatory Affairs for the telephony product for the  
20 Midwest Division. One of the states of Comcast's  
21 midwest division -- which includes Illinois. I'm  
22 responsible for regulatory oversight and policy add

1       advocacy in support of the telephone products.

2               Q     Thank you.

3               MR. ROWLAND:   I present Mr. Wolf for  
4       cross-examination to the extent that there's any  
5       questions.

6               JUDGE HAYNES:   You don't have any direct for  
7       Mr. Wolf?

8               MR. ROWLAND:   We have our answer -- yeah,  
9       actually I do have a few questions, your Honor.  
10      Thank you.

11     BY MR. ROWLAND:

12              Q     Mr. Wolf, could you tell us -- are you  
13      familiar with Mr. Zweifel's case?

14              A     Yes, I am.

15              Q     Okay.   And did you have cause to go back  
16      and look at documentation related to the history in  
17      this matter?

18              A     Yes, I did.

19              Q     And did you come to any conclusions about  
20      the service and pricing that were offered to  
21      Mr. Zweifel?

22              A     Well, in terms of service and the pricing

1     that was offered to Mr. Zweifel, I understand from  
2     Mr. Zweifel's complaint that he believes he was  
3     offered something that, unfortunately -- and that's  
4     been part of my response to the complaint  
5     overall -- that Comcast did not offer at the time.  
6     And part of the issue to this point has been that  
7     Comcast has not been able to -- although we've made  
8     many efforts to -- keep Mr. Zweifel happy through  
9     this process.

10                   Mr. Zweifel's remedy, at least as I  
11     understood it through the course of the proceedings,  
12     is something that Comcast legally can't provide. In  
13     other words, he would like to have had a discount in  
14     perpetuity. And, in addition -- well, I mean, the  
15     basic fact is that Comcast is constrained by the  
16     tariff filings that it makes. And when it does offer  
17     a promotional offering, it does so pursuant to  
18     tariff, so it's really not at liberty to go beyond  
19     the terms of those promotional tariff offerings. We  
20     do have some latitude in terms of customer  
21     satisfaction, imparting credits and other things.  
22     And I think the record shows that we have, in fact,

1     gone that route with Mr. Zweifel. But beyond that we  
2     are not able to provide the solution that Mr. Zweifel  
3     sought.

4           Q     With respect to the actual calculation of  
5     numbers on the bills and the services provided, did  
6     you have cause to go back and look at what -- your  
7     understanding of the package that was offered  
8     Mr. Zweifel and the amount he was charged?

9           A     Yes.

10          Q     Okay. And was Mr. Zweifel charged  
11     correctly for his service?

12          A     In my opinion, yes.

13          Q     Okay.

14          MR. ROWLAND: Thank you. That's all the  
15     questions I have.

16          JUDGE HAYNES: I have a question with respect  
17     to Exhibit 1 to the company's answer. On -- does  
18     this document indicate how long -- never mind. I do  
19     not have that question because I see there's --

20          MR. WOLF: It's a little obscured.

21          MR. ROWLAND: There is -- there's a date, it's  
22     kind of hard to see, but there is a date of how long

1 the program runs evidently.

2 MR. WOLF: If I could, your Honor?

3 JUDGE HAYNES: Sure.

4 MR. WOLF: This document is actually a screen  
5 print of the online system support that the -- what  
6 we call customer account executives, which are  
7 basically the frontline representatives -- use when  
8 ordering -- entering service orders. And, so, this  
9 document, going back in time, is what the rep would  
10 actually see when they are entering in the order as  
11 it's presented to them on the written work order that  
12 Mr. Zweifel has already submitted. And if you  
13 look -- and that's -- the offer validity line, which  
14 is a little expired now -- I mean, a little obscured  
15 because of the stamp "expired document" on  
16 here -- well, while the offer was still in force,  
17 that was not --

18 JUDGE HAYNES: Sure.

19 MR. WOLF: -- obscured like that and if I can  
20 look at it -- looks like offer valid February 9th  
21 through March 21, 2004.

22 JUDGE HAYNES: But there's no price indicated

1 on this?

2 MR. WOLF: No, because the price for service is  
3 the price for service that's normally offered. The  
4 promotion here was the two months free --

5 JUDGE HAYNES: Okay --

6 MR. WOLF: -- and the other terms that are  
7 there. Sorry.

8 JUDGE HAYNES: Okay. Mr. Zweifel, do you have  
9 any questions for this witness?

10 MR. ZWEIFEL: Yes, I do, your Honor.

11 CROSS-EXAMINATION

12 BY

13 MR. ZWEIFEL:

14 Q Mr. Wolf, does your company, in fact, have  
15 people out knocking on doors in subdivisions, just  
16 going out knocking door to door saying hi, I'm Joe  
17 Blow from Comcast, I'd like to sell you the service?

18 A We have direct sales employees that work  
19 for Comcast. We also employ contract employees to do  
20 that.

21 Q And they do come out and knock on doors and  
22 they do not have that flyer in their hand, they talk

1       verbally to you; is that correct?

2               A     It's not that they're denied access to the  
3     flyer, but I would not be surprised to find out that  
4     they don't always have a flyer in hand.

5               Q     Thank you. And then again could that  
6     person that comes knocking on your door possibly  
7     offer me something just a little bit different than  
8     what that says in that flyer?

9               A     That's entirely possible.

10              MR. ZWEIFEL: That's all I have.

11                       CROSS-EXAMINATION

12                       BY

13                       JUDGE HAYNES:

14              Q     I guess my question for the company is:  
15     So, then, is it the company's position that this  
16     55.95 per line charge would only be good for the  
17     second and third months of his service and then the  
18     fifth month on, it could be raised? I'm just not  
19     sure what the billing that -- what the company has  
20     billed Mr. Zweifel. And you say it's based on  
21     tariff, so when would this tariff have changed?

22              A     The only thing that changed the tariffed --

1     and maybe the best way to answer the question is:  
2     The 55.95 comprises the charges for all of the  
3     services that Mr. Zweifel, in fact, contracted for.  
4     The only exception to the tariff offering -- which  
5     has not changed -- is the promotional offer which  
6     offers the first and fourth month free and free  
7     installation and the free voicemail activation.

8           Q     So, the company's position is that it's  
9     55.95 plus -- he understood it to be free voicemail  
10    every month and the company says that it was not a  
11    free voicemail every month. I'm trying to understand  
12    what the promotion was and what the difference is  
13    here?

14          A     Well, I mean, from the company's  
15    perspective, the promotion is nothing more than the  
16    first month of voicemail free.

17          Q     So, in the fourth month, even then the  
18    company would charge for voicemail?

19          A     In the second month the company would  
20    charge for voicemail.

21          Q     Second, third, fourth and beyond?

22          A     That's correct.



1           Q     Even though the fourth month is free, it's  
2     only the fourth?

3           A     First and fourth month of the recurring  
4     charge for the local telephone service. The  
5     voicemail is a separate charge.

6           Q     And, so, if I want to see Mr. Zweifel's  
7     billing history -- is it Group Exhibit 1 or 2 where I  
8     could see what the company charged him every month?

9           A     They are in two separate formats, but they  
10    would amount to the same thing.

11          Q     Okay.

12          JUDGE HAYNES: Okay. I have no further  
13    questions. Is there anything either party would like  
14    to add?

15          MR. ZWEIFEL: I'd like to say one thing.  
16    In -- on these three different -- on Exhibit 4, 5 and  
17    8 --

18          JUDGE HAYNES: Okay.

19          MR. ZWEIFEL: -- new charges in Exhibit 4, top  
20    left -- or top center and it's left page --

21          JUDGE HAYNES: Right.

22          MR. ZWEIFEL: -- new charge is 54.32.

1 JUDGE HAYNES: So, do you think that's  
2 incorrect?

3 MR. ZWEIFEL: And then you go to the next  
4 month, it's 32.01. You go to the next one, which is  
5 Exhibit 8, it goes to 86.65. So, it's three  
6 different things in three different months.

7 MR. ROWLAND: The last one you refer to,  
8 Mr. Zweifel, it could be, could it not, that it's  
9 the -- combining more than one month of a bill;  
10 correct?

11 MR. ZWEIFEL: No, this is new charges, it's  
12 just the regular monthly charges, it's got  
13 outstanding balances next to it. That's new charges.

14 MR. ROWLAND: Can I just borrow that for a  
15 minute?

16 MR. ZWEIFEL: Sure.

17 JUDGE HAYNES: Okay. So, Mr. Zweifel, on  
18 Exhibit 4 where the new charges are 54.32 --

19 MR. ZWEIFEL: Correct.

20 JUDGE HAYNES: -- do you believe that charge is  
21 incorrect? So, this is your statement date of  
22 June 1, '04?

1           MR. ZWEIFEL: Your Honor, I don't know what's  
2 correct as many different ones as I've gotten and  
3 then the way it's been tossed around and changed  
4 and -- I don't really know what. I was under the  
5 assumption it'd be 47.95, after the fifth month, it'd  
6 be 57.95; but the first and the fourth month would  
7 have been free, so.

8           MR. WOLF: Your Honor?

9           JUDGE HAYNES: Yeah.

10          MR. WOLF: The only explanation I could  
11 offer -- and it would take a little going back to the  
12 detail -- but in chronological order, you've got the  
13 54.32 in the June time frame and then the July 1st  
14 bill has the 32.01 and the 86.65 in the September  
15 bill. When we are looking at the June and July  
16 bills, you're in that area where we do have either a  
17 free month of service and/or credits that were  
18 applied in the time frame in and around these billing  
19 cycles.

20                 So, I think some of the reason that you  
21 see some fluctuation in that new charges is the  
22 applications of credits or discounts as offered by

1 the promotion. I think when you get past the July  
2 time frame into that September, that's where you find  
3 that the 80-ish charge will remain fairly constant  
4 over time.

5 JUDGE HAYNES: So on Exhibit -- I guess this is  
6 a question for Mr. Wolf.

7 RECROSS-EXAMINATION

8 BY

9 JUDGE HAYNES:

10 Q On Exhibit 1 of the contract --

11 A Uh-huh.

12 Q -- it says first line, second line and then  
13 ULTS. What does the ULTS stand for?

14 A Unlimited local telephone service.

15 MR. ZWEIFEL: And right next to that where it  
16 says current service information, to the right of  
17 that it says unlimited local, local and long distance  
18 and what is that -- toll -- next to it?

19 JUDGE HAYNES: Yeah, local toll.

20 MR. WOLF: Yes.

21 MR. ZWEIFEL: So, it's unlimited local, local  
22 and -- local and long distance and toll, all for

1     55.95?

2             MR. WOLF:  And I don't think you'll find any  
3     separate charges for long distance on any of these  
4     bills.

5     BY JUDGE HAYNES:

6             Q     Well, starting the September one, the long  
7     distance is 31 and the local dis- -- local is 55.

8             MR. ZWEIFEL:  Bingo.

9     BY THE WITNESS:

10            A     Part of the reason for that -- and it is a  
11     billing thing because we have regulated charges that  
12     are subject to different jurisdictions and we do have  
13     to break out the charges in such a way so the taxes  
14     are applied for a -- there is going to be an  
15     interstate portion of the long distance services.  
16     Mr. Zweifel is not being charged outside of his  
17     \$55.00 charge for the service that he signed up for,  
18     but we do have to account for a long distance portion  
19     that has to be apportioned to the interstate  
20     jurisdiction.  And that's why that separation is  
21     there.  Again, I can supply the detail.  I don't have  
22     it with me today, your Honor.

1           Q     So, Mr. Wolf, this -- Exhibit 1 to your  
2     answer, when it says first and fourth months of  
3     monthly recurring charge are a free service --

4           A     Yes.

5           Q     -- would that be both local and long  
6     distance free?

7           A     Yes.

8           Q     Okay.

9           A     Yes, because the long distance component is  
10    imbedded in the monthly recurring charge.

11          Q     So, you're saying that this -- so we're  
12    talking about Exhibit 8 -- that this Exhibit 8, this  
13    September 1 bill, is consistent with the Exhibit 1  
14    contract and 55.95 a month.

15          A     I'm saying the total charges are accurate  
16    given the contract. That's correct.

17          Q     Okay. So, you're going to have to walk me  
18    through --

19          A     Okay.

20          Q     -- how you get from 56.95 to 86.65.

21          A     Essentially -- and, again, I can provide  
22    detail, but I can kind of summarize it for you.

1 Q Okay.

2 A The 56.95 is for the services that are  
3 actually offered. The additional charges are for the  
4 subscriber line charge, which is a federal charge,  
5 and that's assessed per line.

6 Q So, on the bill where are you talking  
7 about?

8 A If you look down the bill to line  
9 charges -- and actually I think this is on any bill.  
10 If you look down the right-hand side, a little below  
11 halfway down the page, it says line charges and then  
12 subscriber line charge.

13 Q Okay.

14 A And that's 4.99 -- actually it's up above,  
15 too, because it's for both lines. It's the second  
16 assessment under each. You have basic service and  
17 then you have line charges -- subscriber line  
18 charges.

19 Q Okay.

20 A So, that's another \$10.00 and then you  
21 essentially have the -- the taxes and other  
22 surcharges like E-911 and things of that nature.

1           Q     So, the \$10.00 for the subscriber line  
2 charge --

3           A     Right. Taxes, fees, surcharges average up  
4 to approximately \$10.00 -- oh, my mistake. The  
5 voicemail is an additional 4.95, that is a separate  
6 charge from the 55.95 for the service.

7           Q     Okay, which is where there is a dispute  
8 here for that?

9           A     Yes.

10          Q     And is it voicemail on both lines?

11          A     I don't believe so. No, because if you'll  
12 notice on the primary line on the bill, there's  
13 voicemail for the first line and then you drop down  
14 to the second line under the same heading -- features  
15 and service -- it's just inside wire -- things like  
16 wire maintenance there not voicemail.

17          Q     Okay. And then, also, I take it there's a  
18 disagreement regarding the \$9.00 for the value pack;  
19 right?

20          A     The value pack is essentially that long  
21 distance component because what you have is -- you  
22 have \$14.00 -- if you look down the right



1 side -- which is the basic residential line charge.

2 Q Okay.

3 A The \$9.00 is how we account for the long  
4 distance component.

5 Q Under feature package?

6 A Absolutely.

7 Q Okay. Well, I'm -- you bill for long  
8 distance under feature package?

9 A Again, we don't bill separately for long  
10 distance in an any distance plan -- in an all in  
11 plan.

12 Q Uh-huh.

13 A It's unfortunate, I'll agree with you, that  
14 on the display here it says Comcast local and long  
15 distance services and has a break out charge --

16 Q Uh-huh.

17 A -- but that's kind of -- because we have to  
18 have one billing system for all situations -- and we  
19 do offer by-the-minute plans where you will have a  
20 separate long distance break out and then that  
21 display makes a bit more sense because you can trace  
22 it right back to a per-minute charge for long

1 distance services. But we still have the same  
2 obligations when we offer long distance inside of an  
3 all-you-can-eat-type package where we still have to  
4 have it broken up so we can jurisdictionally separate  
5 and assess the appropriate taxes.

6 Q Okay.

7 MR. ROWLAND: Is the point -- if I could just  
8 clarify something.

9 REDIRECT EXAMINATION

10 BY

11 MR. ROWLAND:

12 Q One of the points is that everything about  
13 long distance is included, there is no per-minute  
14 usage charge --

15 A That's correct.

16 Q -- therefore that's why there's no per  
17 minute break out.

18 MR. ROWLAND: I have no further questions.  
19 Thank you.

20 JUDGE HAYNES: Mr. Zweifel, do you have any  
21 further questions?

22 MR. ZWEIFEL: Just a couple things I want to

1 say. On their answer on No. 16 -- several occasions  
2 counsel has attempted to answer plaintiff's  
3 questions, as a result, unfortunately, the parties  
4 have not been able to reach an agreement. I told  
5 them what it would take to settle my agreement and he  
6 said quote/unquote, a range of reasonableness and I  
7 says what is a range of reasonableness. He said  
8 well, if it was a hundred or two hundred or  
9 something -- and I've spent more than that coming in  
10 here on these hearings. So, that was -- I don't  
11 agree with that.

12 And on No. 19, it says plaintiff has  
13 repeatedly left the account to fall into arrears. I  
14 didn't leave (sic) my account fall into arrears, they  
15 told me not to pay it because they were fighting over  
16 what was right and what was wrong and they told me  
17 not to pay it.

18 JUDGE HAYNES: The company told you,  
19 Mr. Rowland, who told you?

20 MR. ZWEIFEL: This is what this -- the answers  
21 for this is from the company, No. 19.

22 JUDGE HAYNES: I know, but you just said that

1     they told you not to pay.  Who is they?

2             MR. ZWEIFEL:  Comcast.

3             JUDGE HAYNES:  Okay.  Mr. Rowland or some  
4     account representative?

5             MR. ROWLAND:  I did not tell him that.  In  
6     fact, when we had a hearing in January or earlier, I  
7     said specifically on the record -- Mr. Zweifel asked  
8     the question, Should I go and pay the bill and I said  
9     I think you probably should.

10            JUDGE HAYNES:  Okay.

11            MR. ZWEIFEL:  And it says as of March of 2005,  
12     plaintiff's account has a substantial unpaid  
13     balance -- that's not true, it's paid up.  And that's  
14     all I have.  Thank you for your time.

15            JUDGE HAYNES:  Okay.  That's it?

16                                 (No response.)

17            JUDGE HAYNES:  Then the record is marked heard  
18     and taken.

19                                 (Discussion off the record.)

20            JUDGE HAYNES:  We've just had a brief  
21     discussion and the company is going to prepare a  
22     document to explain -- to explain what exactly --

1           MR. WOLF:   Monthly charges in detail.

2           JUDGE HAYNES:   And we will call that Comcast

3   Exhibit 1 because you don't have any Cross-exhibit --

4           MR. ROWLAND:   No, we have a direct exhibit.

5           JUDGE HAYNES:   We will call that Comcast Direct

6   Exhibit 1, late filed.   And be sure that that is

7   served on the complainant as well and I will make a

8   determination on whether to admit it when I see it.

9           MR. ROWLAND:   Thank you, your Honor.   We will

10   send it to Mr. Zweifel as well.   Do we want to talk

11   about a briefing schedule?

12          JUDGE HAYNES:   Do you want to brief it?   Would

13   you like to prepare a brief, Mr. Zweifel, or are you

14   happy with --

15          MR. ZWEIFEL:   I'm happy.

16          JUDGE HAYNES:   Okay.

17          MR. ROWLAND:   I think we would like to file a

18   brief.

19          JUDGE HAYNES:   Okay.   When will you get the

20   late-filed exhibit?

21          MR. ROWLAND:   I can get that to you next week.

22          MR. WOLF:   Probably late next week.

1 JUDGE HAYNES: So, by April 8th?

2 MR. WOLF: Yes.

3 MR. ROWLAND: Yes.

4 JUDGE HAYNES: And you can change your mind,  
5 Mr. Zweifel, but we'll set a schedule for briefing.  
6 And if you want to file something, that's fine. So,  
7 what -- two weeks for initial briefs, which would be  
8 April 13th.

9 MR. ROWLAND: What day is the 13th?

10 JUDGE HAYNES: The 13th is a Wednesday, so  
11 weeks from today?

12 MR. ROWLAND: Yeah, that's fine.

13 JUDGE HAYNES: And then if -- if you want to  
14 reply to what he files on April 13th -- if either  
15 party wants to reply --

16 MR. ROWLAND: If we'll build it in the  
17 schedule, it may not be necessary -- let's build that  
18 into the schedule, what -- two weeks later?

19 JUDGE HAYNES: Sure. Mr. Zweifel, when he sees  
20 your brief, he may want to file something then by  
21 April 27th.

22 MR. ZWEIFEL: Okay.

1           JUDGE HAYNES:  So, what there saying is they  
2   want to send you proof that's going to show how  
3   they're charging and why they're charging.

4           MR. ZWEIFEL:  So, it's like a car salesman  
5   sells you a car that's in the high 3,000's and  
6   when you get it, it's 5500.

7           JUDGE HAYNES:  I doubt they would agree with  
8   that characterization.

9           MR. ROWLAND:  I think we don't agree with that  
10  characterization.

11          JUDGE HAYNES:  He's going to provide detail on  
12  the bill, okay?

13          MR. ZWEIFEL:  (Nodding.)

14          JUDGE HAYNES:  Now, we are really heard and  
15  taken.

16          MR. ROWLAND:  Thank you.

17          MR. WOLF:  Thank you.

18                        HEARD AND TAKEN

19

20

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